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Law Department
Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18186-1501
Telephone (215) 481-7351

AIR
PRODUCTS

30 April 1990

Standard Chlorine of Delaware, Inc.
P.O. Box 319
Governor Lea Road
Delaware City, DE 19706

Attn: Mr. Robert J. Touhey

Gentlemen:

Subject to the terms and conditions set forth below, Air Products and Chemicals, Inc. (hereinafter "Air Products") hereby agrees to allow Roy F. Weston, Inc. (hereinafter "Consultant"), a consultant retained by Standard Chlorine of Delaware, Inc. (hereinafter "Principal") to install and sample two shallow groundwater monitoring wells at the portion of Air Products' Delaware City facility at 755 Governor Lea Road shown on the attached topographic survey Drawing #DS583-4. Consultant and Principal have represented to Air Products that this monitoring well installation and sampling is a necessary part of an investigation being conducted under the direction of the Delaware Dept. of Natural Resources And Environmental Control ("DNREC") to determine the extent and concentration of a groundwater contaminant plume containing benzene and chlorinated derivatives that appears to be emanating from the adjacent site owned and operated by Principal.

Air Products hereby grants its approval for Principal and Consultant to install the above-described shallow wells and take the samples described in the attached sampling plan subject to the following conditions:

1. All boring, drilling and/or sampling and the disposal of residues therefrom will be conducted or supervised by Consultant at the sole expense of Principal. Principal will instruct Consultant to adhere to the precise scope of work and other terms and conditions set forth in this Agreement and undertake no further work without Air Products further written approval. Air Products' plant and headquarters environmental personnel will receive at least two weeks approximate notification and one week specific notification of the expected initiation date of any such boring, drilling or sampling, specifying its exact location and

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parameters. Such boring, drilling and/or sampling will be scheduled at a time convenient to Air Products' plant personnel, Michael Sauers, Air Products relevant headquarters Environmental Director, and any environmental consultant retained by Air Products, and shall be carried out in conformance with Air Products safety procedures as set out in writing and provided to Consultant and Principal.

2. Prior to installing any monitoring well, Consultant will, in addition to reviewing information on underground utilities to be supplied by Air Products, perform a magnetometer survey to determine whether underground utilities or other obstructions exist in the area where the monitoring wells are to be installed and Air Products and Consultant's technical representatives shall then agree on the precise location of the monitoring wells. Details of well installation techniques and well design will be reviewed and approved by Air Products and its consultant prior to the installation. The installation shall include a locking cap. A key to the lock will be provided to Air Products. Air Products shall have the right to sample monitoring wells at any time upon prior notice to and consent of Principal and notice to DNREC. In the event sampling is conducted by Air Products, samples shall be split with Principal upon Principal's request.

Boring and well installation and sampling and analysis will conform to quality control and other technical requirements prescribed by the DNREC and the U.S. Environmental Protection Agency ("EPA").

- 3a. Principal shall require Consultant to split all samples with Air Products at the time they are taken and provide containers suitable for Air Products further storage and analysis of the samples. Principal will further provide Air Products' personnel with prompt access to Consultant's sampling results, boring logs, field notes, head space measurements, mechanical scans and other construction and operating details regarding the borings or wells to be installed on Air Products' property as soon as practicable after they are received by Principal. From the date hereof, copies of all final reports submitted to DNREC and/or EPA that reference or include the results from the Air Products' wells, or that in any way mention the Air Products site or contaminants migrating towards the Air Products site, will also be timely provided to Air Products at the time they are submitted to DNREC and/or EPA. With respect to Principal's site well that is located near

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the railroad tracks adjacent to the Air Products site, sampling results and well depths will be provided to Air Products at the time they are submitted to the DNREC and/or EPA.

- 3b. Principal will also provide Air Products with access to, and copies of, all other final reports and analyses (existing and future) submitted to DNREC and/or EPA concerning the contamination originating on Principal's site as may be reasonably necessary to understand the history, nature and extent of contamination on Principal's site.
4. Principal will assume full responsibility for the proper, legal, and environmentally sound disposal of all excavated soil, drilling mud, groundwater and other residuals and waste that are created by the above-described boring, drilling, and/or sampling, and Principal will be deemed the generator and listed as such on all relevant documentation. Nonhazardous residuals and waste will be containerized and removed from Air Products' site unless otherwise approved in writing by Air Products relevant environmental personnel. If any such residuals or waste are deemed hazardous, Principal will be listed as the generator and its EPA identification number used on all manifests and other documents, and the waste will be sent by Principal to a permitted hazardous waste treatment or disposal site.
5. Principal agrees to fully defend, hold harmless and indemnify Air Products for all damages or other losses that may arise with respect to the above-described boring, drilling, and/or sampling including, but not limited to, damages or losses that result from the presence of employees or agents of Consultant or Principal on Air Products' property. Principal further shall defend, hold harmless, and indemnify Air Products with respect to all excavated soil, drilling mud, extracted groundwater and other residuals and waste created by the above-described boring, drilling and/or sampling including but not limited potential strict, joint and several liability under the federal Comprehensive Environmental Response Cleanup Liability Act (i.e., Superfund) that might eventually arise from its disposal.
6. If, as a result of sampling undertaken pursuant to this Agreement, contamination is discovered on Air Products' property which contamination is directly related to contamination caused by Principal on Principal's

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property, then Principal agrees to: (1) undertake any response action required by any applicable regulatory agency, including the environmentally sound cleanup of such contamination to the level(s) specified by DNREC and EPA; and (2) hold harmless, indemnify and defend Air Products from any claims, actions or administrative proceedings brought by any regulatory agency, the United States of America or the State of Delaware directly related to such contamination. In addition, Air Products specifically reserves any and all rights available to it under federal or state statutory or common law to proceed against Principal for any contamination caused by Principal discovered on Air Products' property. Principal agrees to toll for the duration of this authorization to install and sample monitoring wells any and all statutes of limitations applicable to any cause of action relating to such contamination available to Air Products under state common law.

7. It is understood and agreed between the parties hereto that the information disclosed to Air Products (including its Consultants, employees and representatives) pursuant to this Agreement, including but not limited to information disclosed pursuant to Paragraph 3 hereof, is provided for the sole purpose contemplated by this agreement, and that Principal rightfully would not allow disclosure of such information without assurances that the confidentiality of such information would be maintained. Principal reserves the right to designate any reports, analyses, correspondence, data or other materials provided pursuant to this Agreement as confidential, provided, however, that the following information and materials shall not be so designated: (i) information and materials which have been published and have become part of the public domain; (ii) information and materials which have already been furnished to Air Products or made known to Air Products by third parties without restriction on disclosure, provided that such prior disclosure is evidenced in writing; (iii) information and materials which were in Air Products' possession on a nonconfidential basis prior to disclosure by Principal to Air Products; or (iv) information and materials which are required by law or by any governmental regulatory agency to be disclosed. For any materials properly designated as confidential, Air Products agrees that it will preserve the confidentiality of such materials and will not release such materials or disclose any information contained therein to any person or entity not a party to this Agreement unless compelled to do so by legal

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process. In the event that Air Products is served with discovery in any administrative or judicial proceeding or is the recipient of an administrative request for information which discovery or request arguably calls for production of materials or disclosure of information designated as confidential by Principal, then Air Products shall immediately notify Principal of the pendency of that discovery or request.

8. The effective date of this Agreement shall be deemed 4 May, 1990. This authorization to install and sample monitoring wells terminates at the end of the sampling period or within one and one-half (1-1/2) years from the date written above, whichever is less, unless extended in a writing signed by the parties hereto; provided, however, that the defense and indemnity obligations set forth in Sections 5 and 6 above and the obligation to provide information as set forth in Section 3a above shall remain in full force and effect. At Air Products' request, Principal shall properly close the wells at Principal's expense if sampling is deemed to be no longer necessary as determined by the EPA and the DNREC.
9. This Agreement is the entire understanding and agreement between the parties on the subject matter hereof and may be amended only in a writing signed by the parties hereto.

Very truly yours,

AIR PRODUCTS AND CHEMICALS, INC.

By: *R. B. Bussell*

Title: Vice President-IGD Engineering and Operations

Approved:

STANDARD CHLORINE OF DELAWARE, INC.

By: *M. J. [Signature]*

Title: SVP

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